

LETTER TO PROSPECTIVE OFFERORS

May 18, 2022, amendment #A00002 to the solicitation published on April 22, 2022

Embassy of the United States of America
490 Sussex Drive, Ottawa, ON, Canada, K1N 1G8

Solicitation Number: 19CA5222Q0008-A00002

SUBJECT: Engineering Consulting Services

Dear Prospective Offeror:

The Embassy of the United States of America invites you to submit a quotation for Engineering Consulting Services. This requirement is for Multi-discipline Engineering Consultancy, Feasibility Assessment, Cost Estimation, and Technical Writing Services in support of operations, maintenance, repairs, renovations, construction and real property alterations for the U.S. Government premises in Ottawa ON, Toronto ON, Vancouver BC, Calgary AB, Winnipeg MB, Montreal QC, Quebec QC, and Halifax NS.

The Embassy held a pre-quotation conference on **May 2, 2022 at 11:00 p.m. (EST)** via the Microsoft Teams video conferencing session. All prospective offerors who expressed interest in writing were offered an opportunity participate in the pre-proposal conference.

Quotations may be submitted electronically in Adobe PDF as an attachment to email addressed to **ContractsOttawa@state.gov** on or before **4:00 P.M. EST on May 26, 2022**, which is one day prior to the printed proposal due date.

A reference to solicitation “19CA5222Q0008 Engineering Consulting Services” shall be included in the email subject line.

No electronic quotations will be accepted after this time.

Alternatively, printed quotations signed in ink may be delivered to the following address on or before **4:00 p.m. EST on May 27, 2022**:

323 Coventry Road, U.S. Embassy, Box 101, Ottawa, ON, K1K 3X6, Canada
marked: “Quotation Enclosed – RFQ #19CA5222Q0008”

No printed quotations will be accepted after this time.

In order for a quotation to be considered, you must also complete and submit the following:

1. Standard Form 1449 (SF-1449)
2. Section 1, Pricing
3. Additional information as required in Section 3
4. Section 5, Representations and Certifications and ensure compliance with FAR 52.229-11 completed
5. IRS Form W-14 found at www.irs.gov/w14

Direct any questions regarding this solicitation to Contracting Officer by email to ContractsOttawa@state.gov

Pursuant to FAR provision 5.207, all contract awardees must be registered and approved in the System for Award Management (SAM) Database <https://www.sam.gov> prior to the contract award.

Prospective offerors are encouraged to initiate and submit registration in SAM.gov prior to submittal of quotations/proposals.

The guidelines for registration are available at www.SAM.gov website.

Assistance with SAM registration is also available from the Federal Service Desk at www.FSD.gov or by phone at 1-866-606-8220.

Sincerely,

A handwritten signature in black ink that reads "Joshua Smith". The signature is written in a cursive, flowing style.

Joshua A. Smith
Contracting Officer

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER PR10206606		PAGE 4 OF 78		
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER 19CA5222Q0008		
						6. SOLICITATION ISSUE DATE April 21, 2022		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME U.S. Embassy Contracting Officer			b. TELEPHONE NUMBER (No collect calls) (613) 688 - 5252		8. OFFER DUE DATE / TIME May 27, 2022 16:00 EST	
9. ISSUED BY General Services Office Embassy of the United States of America 490 Sussex Drive, Ottawa, ON, K1N 1G8				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: ____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELLIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) SIZE STANDARD:				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO CODE 				16. ADMINISTERED BY General Services Office Embassy of the United States of America 490 Sussex Drive, Ottawa, ON, K1N 1G8				
17a. CONTRACTOR/OFFERER CODE 		FACILITY CODE 		18a. PAYMENT WILL BE MADE BY Electronic Funds Transfer U.S. Department of State Bureau of the Comptroller and Global Financial Services Charleston, South Carolina				
TELEPHONE NO.								
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
Reserved	Refer to Section 1, Pricing Important: James Zadroga 9/11 Victims Health and Compensation Act of 2010 Notice: Unless a Waiver or Exception Applies, Payments Subsequent to this Procurement are Subject to an Excise Tax of 2% Pursuant to 26 U.S.C. 5000c. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>			Reserved	Reserved	Reserved	Reserved	
25. ACCOUNTING AND APPROPRIATION DATA Indefinite Delivery, Indefinite Quantity, Unfunded Award Action						26. TOTAL AWARD AMOUNT (For Govt. Use Only) Maximum Amount C\$150,000-		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE ELECTRONIC COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED		

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PREVIOUS EDITION IS NOT USABLE

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STANDARD FORM 1449 (REV. 02/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
Reserved	<p align="center">Refer to Section 1, Pricing</p> <p align="center">Important:</p> <p>James Zadroga 9/11 Victims Health and Compensation Act Of 2010 Notice: Unless a Waiver or Exception Applies, Payments Subsequent to this Procurement are Subject to an Excise Tax of 2% Pursuant to 26 U.S.C. 5000c.</p>	Reserved		Reserved	Reserved

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY		
41.a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		
		42b. RECEIVED AT (<i>Location</i>)		
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	

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Section 3 - Solicitation Provisions

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Attachment A to Description/Specifications/Performance Work Statement

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SECTION 1 - THE SCHEDULE
CONTINUATION TO SF-1449
PRICES, BLOCK 23

SOLICITATION NUMBER 19CA5222Q0008
FOR
ENGINEERING CONSULTING SERVICES

JAMES ZADROGA 9/11 VICTIMS HEALTH AND COMPENSATION ACT OF 2010 NOTICE:
UNLESS A WAIVER OR EXCEPTION APPLIES, PAYMENTS SUBSEQUENT TO THIS
PROCUREMENT ARE SUBJECT TO AN EXCISE TAX OF 2% PURSUANT TO 26 U.S.C. 5000C.

1.1 General Description of Services

The Contractor shall perform all work required in the statement of work for the performance of an indefinite delivery/indefinite quantity contract, for various projects required by the Facility Management Office of the United States Embassy in Canada. The Contracting Officer shall order individual requirements through task orders. The scope of services required shall include, but is not limited to Multi-discipline Engineering Consultancy, Feasibility Assessment, Cost Estimation, Renderings, Photographs and Technical Writing Services in support of operations, maintenance, repairs, renovations, construction and real property alterations for the U.S. diplomatic premises in Ottawa ON, Toronto ON, Vancouver BC, Calgary AB, Winnipeg MB, Montreal QC, Quebec QC, and Halifax NS. Scope of Work for the specific description of the work required of the Contractor under this contract.

The type of services acquired through this contract are defined in FAR Subpart 2.101 as *Advisory and assistance services*. These services are intended to support or improve decision-making; management and administration; program and/or project management and administration; or research activities. The furnishing of such professional advice or assistance rendered to improve the effectiveness of Federal management processes or procedures (including those of an engineering and technical nature). In rendering the foregoing services, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, and the aid needed for the successful performance of ongoing Federal operations.

Services acquired under this contract **are not** subject to the Brooks Architect Engineer Act defined in 40 U.S.C. chapter 11. While the service shall be provided by licensed engineers in various fields, the level of engineering effort is limited to sketches, schematics and conceptual drawings supporting feasibility studies and technical writing services. The effort under this contract is not intended to produce precise engineering design drawings and specifications. The cost estimation services shall be limited to Class D estimations.

1.2 Type of Contract

This is a Multiple Award, Indefinite Delivery Indefinite Quantity contract containing fixed hourly service rates. Task orders shall be issued to the Contractor on a firm fixed price basis. In establishing the fixed price for individual task orders, the rates for the required services shall use the fixed fully burdened hourly service rates included in this contract. The fixed hourly rates shall include all direct, and indirect costs, including profit and travel (when applicable).

1.3 Level of Effort

(a) The Contractor shall provide the services for the base period of the contract at the rates shown in the pricing table and any option periods exercised by the Government.

(b) The volumes of services are estimates only and are not guaranteed by this contract.

(c) The Contractor shall furnish to the Government, when and if ordered, the services and deliverables as specified in the Schedule and in the individual Task Orders. The Government may issue orders requiring performance of services at multiple locations. Except as specified in the Task Order Limitations clause, there is no limit on the number of orders that may be issued under this contract.

1.4 Organizational Conflicts of Interest

Neither the Contractor nor any of its employees, affiliates, or related entities may propose or bid on the construction effort envisioned by this contract. The Contractor, its employees, affiliates, or related entities may not provide consulting or subcontract services related to the envisioned construction to any offeror or prospective offer or of the envisioned construction solicitation.

The Contractor shall include this requirement in all subcontracts, purchase orders, and consulting agreements for services sub-contracted under this contract.

1.5 Release of Information

All data furnished to the Contractor and data developed in connection with the project shall be considered privileged and procurement sensitive. The Contractor shall make no public announcements, including news or press releases about any services ordered under this contract.

1.6 Additional Services

The Government may require in a written modification for the Contractor to provide services within the general scope of this contract (but not otherwise specified) on a service-hours basis

No expenses shall be reimbursed pursuant to the scope of this contract. Service rates under this contract shall take into account all associated costs.

1.7 Task Order Solicitation and Award Procedures

The process for issuing task orders shall be as follows:

- The Contracting Officer issues a Task Order Request for Quotation (TORQ) to the contractor, providing a written statement of objective, deliverables, period of performance, and the quotation submission due date.
- The Engineering Consulting Firm shall submit a quotation to the Contracting Officer by the submission due date indicated in the TORQ. The quotation shall be based upon the negotiated contract rates, detailing the quantity of hours for each level of effort.
- Quotations must be valid for a minimum period of 90 calendar days from the submission due date indicated in the TORQ.
- The Contracting Officer shall evaluate the quotation and will accept, negotiate changes, or reject the quotation.

- If accepted, either based on the initial quotation or based on the negotiated changes, a unilateral task order will be issued using the Optional Form 347.
- When warranted, to determine price reasonableness, the Contracting Officer reserves an option to request quotations from alternative contractors.

Task orders shall be issued on Optional Form 347 and shall include, but not be limited to, the following information:

- (1) Date of order
- (2) Project or project location (if applicable)
- (3) Contract and order number
- (4) Statement of Objective
- (5) Description of deliverables and place of delivery
- (6) Quantity of hours for each level of expertise and applicable taxes
- (7) Period of time in which the services shall be performed
- (8) List of Government furnished documents
- (10) Standards used for acceptance
- (11) Name of the COR for coordination of performance and deliveries

1.8 Value Added Tax (VAT)

Value Added Tax (VAT) is not included in the Contract Line-Item Number (CLIN) rates. Instead, it will be priced as a separate cost element in the contract and on Quotations, Orders and Invoices. Local law dictates the portion of the contract price that is subject to VAT; this percentage is multiplied only against that portion.

1.9 Type of Currency

All pricing included in this contract shall be in Canadian Dollars.

1.10 Term of Contract

The **base contract period will be for one calendar year**. The contract may be extended by exercising a **one-year option**. The contract period, including the base year and one option year, shall not exceed **CAD \$150,000** for **two years** period of time.

1.11 Period of Performance

Base Year: July 1, 2022 – June 30, 2023
Option Year 1: July 1, 2023 – June 30, 2024

1.12 Minimum and Maximum Amounts

During this contract term, the Government shall place orders totaling a **minimum of CAD \$10,000**. This reflects the contract minimum amount for this period of performance.

The amount of all orders during this contract term shall not exceed the **maximum of CAD \$150,000**. This reflects the contract maximum for the period of Base Year and any Option Periods, if exercised.

1.13 Deliverables

The Statement of Objective (SOO), the deliverables and delivery timeframe shall be included in each project-specific Task Order.

1.14 Contractor Delays

The delivery term is a key parameter of project-specific task orders. Completion of the design and documentation is key to the project as a whole. Liquidated damages are not required for the Engineering Consulting effort; however, the Government will require adequate consideration for any slippage in schedule without an excusable delay. The Contractor is required to document any delays and submit justification to the Contracting Officer.

1.15 Payment Mechanism

Partial payments and progress payments for the requirements included in individual task orders **are not authorized**.

One payment per Task Order shall be made by Electronic Funds Transfer (EFT) within 30 calendar days upon acceptance of deliverables and based on a correct invoice matching the requirements and prices included in individual project-specific Task Order.

1.16 Quality Assurance Plan

This plan provides an effective method to promote satisfactory contractor performance. This provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance if occurs. The Contractor, not the Government, is responsible for management and quality control to meet the terms of this contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

1.16.1 Surveillance.

The COR will document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

1.16.2 Standard.

The performance standard is that the Government receives no more than one (1) customer complaint per task. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212.4, Contract Terms and Conditions-Commercial Items (May 2001), if any of the services exceed the standard.

1.16.3 Procedures.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should contact the COR.
- (b) The COR will document the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for the contract files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to take a corrective action, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.

- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat complaints are not permitted for any services. If a repeat complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

1.17 Ownership of Deliverables

All documents delivered to the Government as the result of this contract are the property of the Government and for the use of the Government as it deems appropriate. Government ownership, acceptance, or use as intended by this contract, does not in any way relieve the Contractor of responsibility for the compliance and usability of information included in the deliverables.

1.18 Security

The following considerations must be followed by the Contractor and/or must be incorporated into the deliverable documents.

- a. All documents received or generated under the contract are the property of the U.S. Government.
- b. All documents are to be controlled and disseminated on a need--to--know basis. Reproduction and distribution are prohibited without express approval of the U.S. Government. The Contractor shall mark all deliverable documents as follows:

WARNING

This document is the property of the United States Government. Further reproduction and/or distribution is prohibited without the express written approval of:

Embassy of the United States of America
490 Sussex Drive, Ottawa, ON, Canada, K1N 1G8

- c. Proposed and actual contract documents will only be disseminated on a strict need--to--know basis and will not be further disseminated without prior authorization from the Department of State.
- d. Contractor personnel receiving proposed or actual contract documents, to include blueprints, other technical drawings, sketches, photographs, exposed negatives, and/or descriptive narratives pertaining to the project, will be responsible for these materials while in their possession, or that of any of their subcontractors. The Contractor shall return all documents, including all copies, promptly upon demand by the Government.
- e. Photographs of any public areas of any U.S. diplomatic or consular facility overseas must be approved and authorized in advance by the Regional Security Officer (RSO). The RSO will establish any controls, limits, and/or other restrictions as deemed necessary in writing.
- f. The Department of State shall be afforded the opportunity to review all photographs and negatives in advance of any public use and reserves the right to deny such use. No further dissemination, publication, duplication, or other use beyond that which was requested and approved under this contract is authorized without specific advance written approval from the Department of State.

g. The Department reserves the right to demand retention of all copies of photographs and negatives.

1.19 Common Abbreviations

SHEM - Safety Health and Environmental Management
ICT - Information and Communication Technology
CLIN - Contract Line-Item Number
VAT - Value Added Tax
CAD - Canadian Dollar
RFQ - Request for Quotation
TORQ - Task Order Request for Quotation
COR - Contracting Officer Representative
RSO - Regional Security Officer
FAR - Federal Acquisition Regulation
DOSAR - Department of State Acquisition Regulation
SAM - System for Award Management

1.19 Pricing

All prices in this contract are in Canadian Dollars (CAD). The billing rates include all direct labor, profit, overhead costs, and other associated costs. Pricing shall include 2% Excise Tax. Province Specific Value Added Tax (VAT) will be calculated based on local laws and included in the individual Task Orders.

1.19.1 Pricing Schedule: Base Year of Contract (July 1, 2022 – June 30, 2023)

CLIN#	Service Category	Unit of Issue	Unit Price (CAD \$)	J.Z. 2% Excise Tax	Total (CAD \$) Excluding VAT
0001	Administrator, Junior	Hour			
0002	Administrator, Intermediate	Hour			
0003	Administrator, Senior	Hour			
0004	CAD Technician, Junior	Hour			
0005	CAD Technician, Intermediate	Hour			
0006	CAD Technician, Senior	Hour			
0007	Commissioning Agent, Junior	Hour			
0008	Commissioning Agent, Intermediate	Hour			
0009	Commissioning Agent, Senior	Hour			
0010	Consultant, Envelope/Roof, Junior	Hour			
0011	Consultant, Envelope/Roof, Intermediate	Hour			
0012	Consultant, Envelope/Roof, Senior	Hour			
0013	Consultant, ICT, Junior	Hour			
0014	Consultant, ICT, Intermediate	Hour			
0015	Consultant, ICT, Senior	Hour			
0016	Consultant, Security, Junior	Hour			
0017	Consultant, Security, Intermediate	Hour			
0018	Consultant, Security, Senior	Hour			
0019	Consulting Architect, Junior	Hour			
0020	Consulting Architect, Intermediate	Hour			
0021	Consulting Architect, Senior	Hour			
0022	Consulting Architect, Landscape, Junior	Hour			
0023	Consulting Architect, Landscape, Intermediate	Hour			
0024	Consulting Architect, Landscape, Senior	Hour			
0025	Consulting Designer, Interior, Junior	Hour			
0026	Consulting Designer, Interior, Intermediate	Hour			
0027	Consulting Designer, Interior, Senior	Hour			
0028	Consulting Designer, Junior	Hour			
0029	Consulting Designer, Intermediate	Hour			
0030	Consulting Designer, Senior	Hour			
0031	Consulting Engineer, Acoustic, Junior	Hour			
0032	Consulting Engineer, Acoustic, Intermediate	Hour			
0033	Consulting Engineer, Acoustic, Senior	Hour			
0034	Consulting Engineer, Civil, Junior	Hour			

CLIN#	Service Category	Unit of Issue	Unit Price (CAD \$)	J.Z. 2% Excise Tax	Total (CAD \$) Excluding VAT
0035	Consulting Engineer, Civil, Intermediate	Hour			
0036	Consulting Engineer, Civil, Senior	Hour			
0037	Consulting Engineer, Electrical, Junior	Hour			
0038	Consulting Engineer, Electrical, Intermediate	Hour			
0039	Consulting Engineer, Electrical, Senior	Hour			
0040	Consulting Engineer, Environmental, Junior	Hour			
0041	Consulting Engineer, Environmental, Intermed	Hour			
0042	Consulting Engineer, Environmental, Senior	Hour			
0043	Consulting Engineer, Fire Systems, Junior	Hour			
0044	Consulting Engineer, Fire Systems, Intermed	Hour			
0045	Consulting Engineer, Fire Systems, Senior	Hour			
0046	Consulting Engineer, Fuel, Junior	Hour			
0047	Consulting Engineer, Fuel, Intermediate	Hour			
0048	Consulting Engineer, Fuel, Senior	Hour			
0049	Consulting Engineer, Geomatics, Junior	Hour			
0050	Consulting Engineer, Geomatics, Intermediate	Hour			
0051	Consulting Engineer, Geomatics, Senior	Hour			
0052	Consulting Engineer, Geotech, Junior	Hour			
0053	Consulting Engineer, Geotech, Intermediate	Hour			
0054	Consulting Engineer, Geotech, Senior	Hour			
0055	Consulting Engineer, Mechanical, Junior	Hour			
0056	Consulting Engineer, Mechanical, Intermediate	Hour			
0057	Consulting Engineer, Mechanical, Senior	Hour			
0058	Consulting Engineer, Power, Junior	Hour			
0059	Consulting Engineer, Power, Intermediate	Hour			
0060	Consulting Engineer, Power, Senior	Hour			
0061	Consulting Engineer, Security Systems, Junior	Hour			
0062	Consulting Engineer, Security Systems, Intern	Hour			
0063	Consulting Engineer, Security Systems, Senior	Hour			
0064	Consulting Engineer, SHEM, Junior	Hour			
0065	Consulting Engineer, SHEM, Intermediate	Hour			
0066	Consulting Engineer, SHEM, Senior	Hour			
0067	Consulting Engineer, Structural, Junior	Hour			
0068	Consulting Engineer, Structural, Intermediate	Hour			
0069	Consulting Engineer, Structural, Senior	Hour			
0070	Consulting Engineer, Sustainability, Junior	Hour			
0071	Consulting Engineer, Sustainability, Intermed	Hour			
0072	Consulting Engineer, Sustainability, Senior	Hour			
0073	Consulting Engineer, Transportation, Junior	Hour			
0074	Consulting Engineer, Transportation, Intermed	Hour			

CLIN#	Service Category	Unit of Issue	Unit Price (CAD \$)	J.Z. 2% Excise Tax	Total (CAD \$) Excluding VAT
0075	Consulting Engineer, Transportation, Senior	Hour			
0076	Cost Estimator, Junior	Hour			
0077	Cost Estimator, Intermediate	Hour			
0078	Cost Estimator, Senior	Hour			
0079	Drafter, Junior	Hour			
0080	Drafter, Intermediate	Hour			
0081	Drafter, Senior	Hour			
0082	Principal/Director	Hour			
0083	Program Manager	Hour			
0084	Project Coordinator/Planner	Hour			
0085	Project Manager, Junior	Hour			
0086	Project Manager, Intermediate	Hour			
0087	Project Manager, Senior	Hour			
0088	Specialist, Junior	Hour			
0089	Specialist, Intermediate	Hour			
0090	Specialist, Senior	Hour			
0091	Technical Writer, Junior	Hour			
0092	Technical Writer, Intermediate	Hour			
0093	Technical Writer, Senior	Hour			
0094	Technologist/Technician, Junior	Hour			
0095	Technologist/Technician, Intermediate	Hour			
0096	Technologist/Technician, Senior	Hour			
0097	Uncategorized Consulting Service, Junior	Hour			
0098	Uncategorized Consulting Service, Intermed	Hour			
0099	Uncategorized Consulting Service, Senior	Hour			

1.19.2 Pricing Schedule: Option Year 1 of Contract (July 1, 2023 – June 30, 2024)

CLIN#	Service Category	Unit of Issue	Unit Price (CAD \$)	J.Z. 2% Excise Tax	Total (CAD \$) Excluding VAT
1001	Administrator, Junior	Hour			
1002	Administrator, Intermediate	Hour			
1003	Administrator, Senior	Hour			
1004	CAD Technician, Junior	Hour			
1005	CAD Technician, Intermediate	Hour			
1006	CAD Technician, Senior	Hour			
1007	Commissioning Agent, Junior	Hour			
1008	Commissioning Agent, Intermediate	Hour			
1009	Commissioning Agent, Senior	Hour			
1010	Consultant, Envelope/Roof, Junior	Hour			
1011	Consultant, Envelope/Roof, Intermediate	Hour			
1012	Consultant, Envelope/Roof, Senior	Hour			
1013	Consultant, ICT, Junior	Hour			
1014	Consultant, ICT, Intermediate	Hour			
1015	Consultant, ICT, Senior	Hour			
1016	Consultant, Security, Junior	Hour			
1017	Consultant, Security, Intermediate	Hour			
1018	Consultant, Security, Senior	Hour			
1019	Consulting Architect, Junior	Hour			
1020	Consulting Architect, Intermediate	Hour			
1021	Consulting Architect, Senior	Hour			
1022	Consulting Architect, Landscape, Junior	Hour			
1023	Consulting Architect, Landscape, Intermediate	Hour			
1024	Consulting Architect, Landscape, Senior	Hour			
1025	Consulting Designer, Interior, Junior	Hour			
1026	Consulting Designer, Interior, Intermediate	Hour			
1027	Consulting Designer, Interior, Senior	Hour			
1028	Consulting Designer, Junior	Hour			
1029	Consulting Designer, Intermediate	Hour			
1030	Consulting Designer, Senior	Hour			
1031	Consulting Engineer, Acoustic, Junior	Hour			
1032	Consulting Engineer, Acoustic, Intermediate	Hour			
1033	Consulting Engineer, Acoustic, Senior	Hour			
1034	Consulting Engineer, Civil, Junior	Hour			
1035	Consulting Engineer, Civil, Intermediate	Hour			
1036	Consulting Engineer, Civil, Senior	Hour			
1037	Consulting Engineer, Electrical, Junior	Hour			
1038	Consulting Engineer, Electrical, Intermediate	Hour			
1039	Consulting Engineer, Electrical, Senior	Hour			

CLIN#	Service Category	Unit of Issue	Unit Price (CAD \$)	J.Z. 2% Excise Tax	Total (CAD \$) Excluding VAT
1040	Consulting Engineer, Environmental, Junior	Hour			
1041	Consulting Engineer, Environmental, Intermed	Hour			
1042	Consulting Engineer, Environmental, Senior	Hour			
1043	Consulting Engineer, Fire Systems, Junior	Hour			
1044	Consulting Engineer, Fire Systems, Intermed	Hour			
1045	Consulting Engineer, Fire Systems, Senior	Hour			
1046	Consulting Engineer, Fuel, Junior	Hour			
1047	Consulting Engineer, Fuel, Intermediate	Hour			
1048	Consulting Engineer, Fuel, Senior	Hour			
1049	Consulting Engineer, Geomatics, Junior	Hour			
1050	Consulting Engineer, Geomatics, Intermediate	Hour			
1051	Consulting Engineer, Geomatics, Senior	Hour			
1052	Consulting Engineer, Geotech, Junior	Hour			
1053	Consulting Engineer, Geotech, Intermediate	Hour			
1054	Consulting Engineer, Geotech, Senior	Hour			
1055	Consulting Engineer, Mechanical, Junior	Hour			
1056	Consulting Engineer, Mechanical, Intermediate	Hour			
1057	Consulting Engineer, Mechanical, Senior	Hour			
1058	Consulting Engineer, Power, Junior	Hour			
1059	Consulting Engineer, Power, Intermediate	Hour			
1060	Consulting Engineer, Power, Senior	Hour			
1061	Consulting Engineer, Security Systems, Junior	Hour			
1062	Consulting Engineer, Security Systems, Interm	Hour			
1063	Consulting Engineer, Security Systems, Senior	Hour			
1064	Consulting Engineer, SHEM, Junior	Hour			
1065	Consulting Engineer, SHEM, Intermediate	Hour			
1066	Consulting Engineer, SHEM, Senior	Hour			
1067	Consulting Engineer, Structural, Junior	Hour			
1068	Consulting Engineer, Structural, Intermediate	Hour			
1069	Consulting Engineer, Structural, Senior	Hour			
1070	Consulting Engineer, Sustainability, Junior	Hour			
1071	Consulting Engineer, Sustainability, Intermed	Hour			
1072	Consulting Engineer, Sustainability, Senior	Hour			
1073	Consulting Engineer, Transportation, Junior	Hour			
1074	Consulting Engineer, Transportation, Intermed	Hour			
1075	Consulting Engineer, Transportation, Senior	Hour			
1076	Cost Estimator, Junior	Hour			
1077	Cost Estimator, Intermediate	Hour			
1078	Cost Estimator, Senior	Hour			
1079	Drafter, Junior	Hour			

CLIN#	Service Category	Unit of Issue	Unit Price (CAD \$)	J.Z. 2% Excise Tax	Total (CAD \$) Excluding VAT
1080	Drafter, Intermediate	Hour			
1081	Drafter, Senior	Hour			
1082	Principal/Director	Hour			
1083	Program Manager	Hour			
1084	Project Coordinator/Planner	Hour			
1085	Project Manager, Junior	Hour			
1086	Project Manager, Intermediate	Hour			
1087	Project Manager, Senior	Hour			
1088	Specialist, Junior	Hour			
1089	Specialist, Intermediate	Hour			
1090	Specialist, Senior	Hour			
1091	Technical Writer, Junior	Hour			
1092	Technical Writer, Intermediate	Hour			
1093	Technical Writer, Senior	Hour			
1094	Technologist/Technician, Junior	Hour			
1095	Technologist/Technician, Intermediate	Hour			
1096	Technologist/Technician, Senior	Hour			
1097	Uncategorized Consulting Service, Junior	Hour			
1098	Uncategorized Consulting Service, Intermed	Hour			
1099	Uncategorized Consulting Service, Senior	Hour			

SOLICITATION NUMBER 19CA5222Q0008
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

ENGINEERING CONSULTING SERVICES

1.20. Background

The Facility Management office which operates out of the U.S. Embassy in Ottawa, is responsible for ensuring that Mission Canada facilities are safe, secure and functional. Engineering Consulting Services are required for planning, design and collaboration in support of operations and maintenance, repairs, renovations, replacement, small construction, alterations, and demolition.

1.21 Place of Performance

Individual project-specific requirements shall be met by the issuance of separate Task Orders under this contract.

The contractor shall be available to provide engineering consulting services in support of all U.S. Mission to Canada owned, leased and operated residential and non-residential facilities in the following cities:

- Ottawa, ON
- Toronto, ON
- Vancouver, BC
- Calgary, AB
- Winnipeg, MB
- Montreal, QC
- Quebec, QC
- Halifax, NS

1.22 Engineering Consultants Categories:

Requirements under this contract are multi-discipline efforts that require engineering consultants to assist the U.S. Mission to Canada with performing the tasks outlined in the "Engineering Consulting Services" section of this contract. Provide all needed engineering consultants and subcontractors as required to fulfill the requirements of issued tasks orders. Without limiting the range of engineering consultants and associated subcontractors the most common engineering consultants include, but not limited to the following categories:

- Architectural Services (including landscape)
- Engineering - Building Envelope (full building envelope including roofs and foundations)
- Engineering - Civil
- Engineering - Electrical
- Engineering - Fire Protection, Detection, Notification and Suppression systems
- Engineering - Mechanical
- Engineering - Structural
- Engineering - Telecommunications and Information Management
- Engineering - Technical Security Systems
- Energy and Environmental Design (LEED)
- Environmental Consulting
- Commissioning / Decommissioning

- Interior Designer
- Horticulturist
- Plumbing (supply, drain, waste, vent, sewage)
- Safety
- Technical Writing Services
- Specialized Consulting *1

*1 Accessibility, Acoustic, Drone Services, Environmental, Hazardous Substances, Historic/Heritage, Lighting, Elevator, Geotechnical Surveys and Analysis, Site Analysis, Physical Security, Property Boundary Surveys, Topographical Surveys, Specialized Testing, and Specialized Technology.

1.23 Engineering Consulting Services:

The Engineering Consultant shall provide engineering consulting services as required to fulfill issued tasks orders. Without limiting the range of engineering consulting services, the most common services are anticipated to be the following:

- Electronic 'As-Built' record Documents (produce and update)
- Schematic drawings produced in Computer - Aided Design Software
- Residential & Commercial Repairs Remodeling, Renovation, Construction, Improvements
- Condition Inspection and Assessment
- Technical Assessments and Evaluations
- Feasibility Studies
- Site Investigations and Inspections
- Building Systems Analysis
- Facility Audits
- Failure Analysis
- Move Coordination
- Space Planning
- Energy Management /Resources Conservation
- Project Specifications
- Bills of Quantities
- Bills of Material
- Preparation of Cost Estimate
- Preparation of Project Schedules
- Description of Services
- Scope of Work Development
- Statement of Requirements Development
- Assessment of Technical Qualifications of Contractors
- Laws, Ordinances, and Other Regulatory Requirements
- Code Coordination, Reconciliation and Consultations
- Engineering and Other Calculations

1.24 General Requirements:

The contractor shall carefully review and coordinate drawings, specifications, and other project documents before submittal. This includes identifying all interface points and controls between drawings and documents. The Contractor shall have a quality control program in effect, that will require its employees and consultants to thoroughly review and coordinate all project data prior to submittals. Deficiencies, ambiguities, conflicts, and inconsistencies shall be rectified prior to the submittal of documents, or they will be rejected by the Contracting Officer's Representative (COR). The letter of

transmittal shall certify that all documents have been reviewed and coordinated prior to submittal. The certification shall be signed by a principal of the Contractor's firm. The COR will review and approve the Quality Assurance/Quality Control (QA/QC) program proposed by the Contractor. This program shall indicate the method of controlling the quality of all work produced by the Contractor and its consultants.

The Contractor shall prepare a detailed written record of all verbal exchanges that will be taking place **during scheduled meetings with Contracting Officer Representative** in relation to each Task Order and identified by Task Order number in the written record. Confirmation of telephone conversations in which decisions affecting the project are made will also be prepared in writing. The contractor shall submit to the Contracting Officer's Representative (COR) one copy of these records within **five days** of the event. The written format established by the Contractor for these records will be subject to the approval of the COR. Each record shall conclude with the following statement:

"The matters reported in this document are considered by the Contractor to be within the scope of this contract as presently priced, except for items ("none") as further described below."

1.25 Drawings:

Sketches, schematics and conceptual drawings shall conform to the National CAD Standards published by the National Institute of Building Sciences. The drawings and models will be checked for both graphic clarity and professional layout practices and computer file structure correctness.

Sketches, schematics and conceptual drawings shall be in AutoCAD platform (2018 compatible) without conversion; layering, lettering, line weight, symbols, schedules shall be in conformance with current National CAD Standards (NIBS). All CAD drawings shall be supplied in DWG format and readable by the DOS-supported CAD desktop software (Autodesk AutoCAD). Being 'readable' means the ability to open a file without any errors (such as proxy, font substitution, xref resolution, etc.) and with objects, layers, and other file properties remaining intact. Submission of sketches, schematics and conceptual drawings shall be on ANSI D (559 x 864 mm).

Submission of digital files (.dwgs, PDF, etc.) shall be on digital media CD ROM format using proper external label referencing project name and task order number with a certification that the delivery media is free of known computer viruses including the name(s) and release date(s) of the virus scanning software used to check the media.

Drawings shall be developed using the metric system of measurement (SI Units). SI drawings shall use only millimeters (mm) to avoid fractions and to eliminate the repetitious suffix. Dual dimensions shall not be used. Drawings shall be in English.

Graphic Scales:

Site Plan – 1:500, minimum

Plans – 1:100, minimum

Details – 1:5 thru 1:20

1.26 Deliverables

Upon issuance of Task Order, the Engineering Consultant shall provide the required service(s) within **21 calendar days** unless otherwise agreed to in writing by the Contracting Officer.

All submittals shall be in the English language including submittals by subcontractors such as laboratory reports, etc.

Submit deliverables by email. Drawings shall be submitted to the COR on DVD unless otherwise agreed to in writing by the COR.

Incomplete and unacceptable deliverables will be rejected. The Contractor shall have **five business days** to provide a corrected deliverable. The contractor is not permitted to bill for rework.

Deliverables shall be in Adobe (PDF) format. Drawings shall be submitted in AutoCAD – 2018 (.dwg) and Adobe (PDF) form. As requested by the COR the Engineering consultant shall provide submissions in their unprotected source format such as but not limited to Microsoft Word, Excel, etc.

1.27 Clean Workspace

When working on the US Government premises to conduct testing and/or acquire samples of materials, the Contractor shall at all times keep the work area free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

1.28 Codes and Standards

(1) All work shall be governed by the:

- 2018 International Code Council body of codes, which in part includes the International Building Code, International Existing Building Code, International Residential Code, International Mechanical Code, International Fuel Gas Code, International Fire Code, and the International Plumbing Code.
- NFPA 70 National Electrical Code (NEC) 2020;
- The most current version of all other NFPA codes and standards shall be used where not covered by the 2018 International Code Council body of codes.
- Mechanical Systems - ASHRAE and SMACNA Standards.
- Architectural Barriers Act
- Uniform Federal Accessibility Standards (USAF)
- Americans with Disability Act Accessibility Guidelines (ADAAG)]
- (U.S.) Secretary of Interior's Standards for the Treatment of Historic Properties and associated guidelines to promote conservation best practices for rehabilitation and restoration projects.
- OBO historical and heritage preservation requirements
- OBO design specifications and amendments to the identified codes.
- U.S. Army Corp of Engineer's EM 385-1-1, Safety and Health Requirements Manual dated November 30, 2014

(2) The Contractor is responsible for compliance with the listed building codes, standards and requirements. Work not in compliance with the aforementioned codes, standards and requirements shall be deemed unacceptable.

(3) Local codes and standards are acceptable provided the local code or standard is more stringent than the aforementioned codes, standards and requirements. The Contractor has the burden to prove to

the COR that local code(s) or standard is more stringent. In the event of discrepancy, disagreement, or uncertainty the listed codes shall prevail.

(4) It is the responsibility of the contractor to adhere to and obtain any required permit and/or approvals, i.e. utility locates and permits.

1.29 Specifications:

The contractor shall use the MasterFormat system produced by the Construction Specifications Institute (CSI) or COR approved equivalent for developing construction specification recommendations.

1.30 Class of Cost Estimates:

The Contractor shall prepare Class “D” construction cost estimates with the same attention to detail as if the Contractor were bidding on the project as a construction contractor. The estimates shall be based on the same construction contract conditions and specifications that will be used by the Government for procurement of the facilities being designed. Attached for reference is an example of construction contract solicitation used by the Department of State.

Class “D” Construction Cost Estimate:

This estimate provides an indication of the total cost of the Project, based on the user’s functional requirements to the degree known at the time. It is based on historical cost data for similar work, suitably adjusted for such factors as: effect of inflation, location, risk, quality, size, and time. All related factors affecting costs are considered to the extent possible. Such an estimate is strictly an indication (rough order of magnitude) of the Project total cost and completion date.

- Expected degree of accuracy: [$\pm 20\%$ for new work, or $\pm 30\%$ for renovations, or alterations to, existing].

1.31 General Engineering Consulting Expertise Definitions

Principal/Director:

Responsible for the overall management of the project, including but not limited to quality assurance and control.

- Should have a minimum of 20 years of relevant, direct project experience.

Senior Project Manager:

In conjunction with the Principal/Director, is responsible for the day-to-day management of the project, including but not limited to resolution of design issues, schedule and budget management.

- Should have a minimum of 10 years of relevant, direct project experience.

Project Manager:

In conjunction with the Senior Project Manager and Principal/Director, is responsible for the day-to-day management of the project, including but not limited to resolution of design issues, schedule and budget management.

- Should have a minimum of 5 years of relevant, direct project experience.

Senior Consulting Engineer:

Responsible for preparing the conceptual design plan for the project, including but not limited to preparing cost estimates, and resolving other design issues. This includes ensuring that all components of the design function to meet the requirements of the project, and all disciplines are coordinated.

- Should have a minimum of 10 years of relevant, direct project experience.

Intermediate Consulting Engineer:

In conjunction with the Senior Consulting Engineer, is responsible for preparing the conceptual design plan for the project, including but not limited to preparing cost estimates, and resolving other design issues. This includes ensuring that all components of the design function to meet the requirements of the project, and all disciplines are coordinated.

- Should have a minimum of 5 years of relevant, direct project experience.

Senior Architect:

Responsible for preparing the conceptual design plan for the project, including but not limited to preparing cost estimates, and resolving other design issues. This includes ensuring that all components of the design function to meet the requirements of the project, and all disciplines are coordinated.

- Should have a minimum of 10 years of relevant, direct project experience.

Intermediate Architect:

In conjunction with the Senior Landscape Architect, is responsible for preparing the conceptual design plan for the project, including but not limited to preparing cost estimates, and resolving other design issues. This includes ensuring that all components of the design are function to meet the requirements of the project, and all disciplines are coordinated.

- Should have a minimum of 5 years of relevant, direct project experience.

Senior Technologist:

In conjunction with the Consulting Engineer/Architect/Planner, is responsible for the coordination of in-house services and the production of technical documentation.

- Should have a minimum of 10 years of relevant, direct project experience.

Intermediate Technologist:

In conjunction with the Senior Technologist and Consulting Engineer/Architect/Planner, is responsible for the production of technical documentation.

- Should have a minimum of 3 years of relevant, direct project experience.

Senior Consulting Designer:

Responsible for the coordination of in house of services and the production of all documentation to meet the needs captured by the design team.

- Should have a minimum of 10 years of relevant, direct project experience.

Intermediate Consulting Designer:

In coordination with the Senior Consulting Designer, this person will be responsible for the coordination in house of services and the production of all documentation to meet the needs captured by the design team.

- Should have 2-8 years of relevant, direct project experience under the supervision of a Senior Designer.

Senior Estimator:

Responsible for providing quantity and/or cost estimating services, and the production of related documentation, to meet the needs captured by the project team.

- Should have a minimum of 15 years of relevant, direct project experience.

Intermediate Estimator:

In conjunction with the Senior Estimator, is responsible for providing quantity and/or cost estimating services, and the production of related documentation, to meet the needs captured by the project team.

- Should have a minimum of 10 years of relevant, direct project experience.

CAD Technician:

Responsible for various services and the production of documentation to meet the needs captured by the design team

- Should have 1-5 years relevant, direct project CAD experience. Drawing Standards.

Administrative Support:

Assists the project team in all administrative aspects of the project.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (OCT 2018) is incorporated by reference. (see SF-1449, Block 27A)

- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (*31 U.S.C. 3553*).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (*19 U.S.C. 3805 note*)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer identified applicable clauses by “X” as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUNE 2020), with Alternate I (OCT 1995) (*41 U.S.C. 4704* and *10 U.S.C. 2402*).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (*41 U.S.C. 3509*).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (*31 U.S.C. 6101 note*).

___ (5) [Reserved].

___ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

- ____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- X ____ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).
- ____ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- ____ (10) [Reserved].
- ____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021 2020) (15 U.S.C. 657a).
- ____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ____ (13) [Reserved]
- ____ (14)
- ____ (i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-6.
- ____ (15)
- ____ (i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)
- ____ (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (JUN 2020) of 52.219-9
- ____ (18)
- ____ (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- ____ (22)
- ____ (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
- ____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- X ____ (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2020) (E.O.13126).
- ____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ____ (30)
- ____ (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.

- (31)
 (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
(ii) Alternate I (JUL 2014) of 52.222-35.
- (32)
 (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
(ii) Alternate I (JUL 2014) of 52.222-36.
(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (35)
 (i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).
(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
(36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989).
 (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (37)
 (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40)
 (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (OCT 2015) of 52.223-13.
- (41)
 (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
(ii) Alternate I (Jun2014) of 52.223-14.
(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- (43)
 (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (JUN 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
(46) 52.223-21, Foams (Jun2016) (E.O. 13693).
- (47)
 (i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).
(ii) Alternate I (JAN 2017) of 52.224-3.
(48) 52.225-1, Buy American-Supplies (JAN2021) (41 U.S.C. chapter 83).
- (49)
 (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
(ii) Alternate I (JAN 2021) of 52.225-3.
(iii) Alternate II (JAN 2021) of 52.225-3.
(iv) Alternate III (JAN 2021) of 52.225-3.

___ (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 ___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302Note).
 ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov2007) (42 U.S.C. 5150).
 ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
 ___ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
 ___ X (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 ___ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 ___ X (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT2018) (31 U.S.C. 3332).
 ___ X (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
 ___ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
 ___ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
 ___ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).
 ___ (63)
 ___ (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).
 ___ (ii) Alternate I (APR 2003) of 52.247-64.
 ___ (iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer identified applicable clauses by "X" as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
 ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
 ___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
 ___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
 ___ (7) 52.222-55, Minimum Wages Under Executive Order 14026 (JAN 2022).
 ___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)
(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on

the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)

(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Alternate I (FEB 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II (JAN 2022) . As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)(1) The Comptroller General of the United States , an appropriate Inspector General appointed under section 3 or 8 G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor 's or any subcontractors' records that pertain to, and involve transactions relating to, this contract ; and

(ii) Interview any officer or employee regarding such transactions.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial products or commercial services, other than—

(i) *Paragraph (d) of this clause*. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1)*. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(D) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment . (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(E) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(F) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(G) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(H) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(I) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(J) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(K) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(L) ____ (I) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O 13627).

____ (2) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(M) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -Requirements (May 2014) (41 U.S.C. chapter 67).

(N) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(O) 52.222-54, Employment Eligibility Verification (NOV 2021) (Executive Order 12989).

(P) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(Q) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(R) (I) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(2) Alternate I (JAN 2017) of 52.224-3.

(S) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(T) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(U) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(End of clause)

Add the following clause in full text:

52.229-12 TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION (FEB 2021)

(a) *Definitions*. As used in this clause—

Foreign person means any person other than a United States person.

United States person, as defined in 26 U.S.C. 7701(a)(30), means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 7701(a)(31)); and
- (5) Any trust if-

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) This clause applies only to foreign persons. It implements 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c)

(1) If the Contractor is a foreign person and has only a partial or no exemption to the withholding, the Contractor shall include the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, with each voucher or invoice submitted under this contract throughout the period in which this status is applicable. The excise tax withholding is applied at the payment level, not at the contract level. The Contractor should revise each IRS Form W-14 submission to reflect the exemption (if any) that applies to that particular invoice, such as a different exemption applying. In the absence of a completed IRS Form W-14 accompanying a payment request, the default withholding percentage is 2 percent for the section 5000C withholding for that

payment request. Information about IRS Form W-14 and its separate instructions is available via the internet at www.irs.gov/w14.

(2) If the Contractor is a foreign person and has indicated in its offer in the provision 52.229-11, Tax on Certain Foreign Procurements—Notice and Representation, that it is fully exempt from the withholding, and certified the full exemption on the IRS Form W-14, and if that full exemption no longer applies due to a change in circumstances during the performance of the contract that causes the Contractor to become subject to the withholding for the 2 percent excise tax then the Contractor shall—

(i) Notify the Contracting Officer within 30 days of a change in circumstances that causes the Contractor to be subject to the excise tax withholding under 26 U.S.C. 5000C; and

(ii) Comply with paragraph (c)(1) of this clause.

(d) The Government will withhold a full 2 percent of each payment unless the Contractor claims an exemption. If the Contractor enters a ratio in Line 12 of the IRS Form W-14, the result of Line 11 divided by Line 10, the Government will withhold from each payment an amount equal to 2 percent multiplied by the contract ratio. If the Contractor marks box 9 of the IRS Form W-14 (rather than completes Lines 10 through 12), the Contractor must identify and enter the specific exempt and nonexempt amounts in Line 15 of the IRS Form W-14; the Government will then withhold 2 percent only from the nonexempt amount. See the IRS Form W-14 and its instructions.

(e) Exemptions from the withholding under this clause are described at 26 CFR 1.5000C-1(d)(5) through (7). Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue.

(f) Taxes imposed under 26 U.S.C. 5000C may not be—

(1) Included in the contract price; nor

(2) Reimbursed.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of clause)

ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at: Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulations (FAR) clauses are incorporated by reference:

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.229-6	FOREIGN FIXED PRICE CONTRACTS (FEB 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS and COMMERCIAL ITEMS (JAN 2022)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from approximately November 11, 2021, through November 10, 2022 (insert dates).
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when –
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either –
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **CAD \$1,000** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of **CAD \$150,000**;

(2) Any order for a combination of items in excess of **CAD \$150,000**; or

(3) A series of orders from the same ordering office within **365 days** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7 calendar days** after issuance, with written notice stating the Contractor's intent not to deliver the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension

of performance hereunder shall not exceed **6 months**. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **2 years and 6 months**.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

The following DOSAR clauses are provided in full text:

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

(a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,

(b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

(End of clause)

652.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE)
(AUG 1999)

(a) General. The Government shall pay the Contractor a full compensation for all work required, performed, and accepted under each individual Task Order at the firm fixed-price stated in this contract.

(b) Invoice Submission. The Contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The Vendor Invoice shall be submitted electronically by email in English to **OttawaInvoices@state.gov**, referencing the U.S. Embassy Order Number in the "Subject:" of an email. A proper invoice shall include the following information:

- ☒ Vendor legal name and remittance address
- ☒ Vendor contact information (Name, Phone, Email)
- ☒ Task Order/Contract number
- ☒ Invoice date, invoice number, customer number (if applicable)
- ☒ Description of goods/services, quantity, price and term of performance corresponding to the contract line items (CLINS)
- ☒ Applicable taxes outlined separately
- ☒ Tax registration number
- ☒ Bill to: U.S. Embassy, Ottawa, ON

New Vendors shall submit an Electronic Funds Transfer (EFT) Registration form to: **MissionCanadaEFT@state.gov**

Incorrect Invoices will be returned to Vendor.

Payment shall be made by Electronic Funds Transfer within 30 calendar days upon acceptance of the ordered goods/services and delivery of a correct invoice.

After 30 days, direct payment status inquiries to: **MissionCanadaPMT@state.gov**

The Contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

(End of clause)

652.237-72 Observance of Legal Holidays and Administrative Leave (FEB 2015)

(a) The Department of State observes the following days as holidays in Canada:

New Year's Day (Observed)	CAN
Martin Luther King, Jr.'s Birthday	US
*Washington's Birthday (Family Day in AB, BC, ON, & SK) (Heritage Day in NS)	US/CAN
Good Friday	CAN
Easter Monday	CAN
Victoria Day	CAN
Memorial Day	US
Juneteenth National Independence Day (Observed)	US
Quebec National Day (Montreal/Quebec City only)	CAN
Canada Day	CAN
Independence Day	US
Civic Holiday in ON, BC, MB (National Day in NS, Heritage Day in AB)	CAN
Labor Day	US/CAN
National Day for Truth and Reconciliation	CAN
Columbus Day/Canadian Thanksgiving Day	US/CAN
Veterans Day/Remembrance Day	US/CAN
Thanksgiving Day	US
Christmas Day (Observed)	US/CAN
Boxing Day (Observed)	CAN

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

*This holiday is designated as "Washington's Birthday" in section 6103(a) of title 5 of the United States Code, which is the law that specifies holidays for Federal employees.

Please note that "Day After New Year's Day" Holiday observed in the province of Quebec has been dropped to add the countrywide National Day for Truth and Reconciliation Holiday observed in September.

Federal law (5 U.S.C. 6103) establishes [this list of] public holidays for Federal organizations. Please note that most Federal organizations work on a Monday through Friday schedule. For these organizations, when a holiday falls on a non-workday – Saturday or Sunday – the holiday is observed on Monday (if the holiday falls on a Sunday) or Friday (if the holiday falls on a Saturday).

(b) When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; if it falls on Saturday the preceding Friday is observed. Observance of

such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(c) When the Department of State grants administrative leave to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. However, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled and shall be guided by the instructions issued by the contracting officer or his/her duly authorized representative.

(d) For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

(1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.

(2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided.

If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractors accounting policy.

(End of clause)

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(a) The COR for this contract shall be designated by the Contracting Officer in writing.

(End of clause)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract;
and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE
UNITED STATES (JUL 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

(End of clause)

SECTION 3 - SOLICITATION PROVISIONS

Instructions to Offeror. Each offer must consist of the following:

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (SEP 2021), is incorporated by reference (see SF-1449, Block 27A)

ADDENDUM TO 52.212-1

A. Summary of Instructions. Each offer must consist of the following:

A completed solicitation, in which the SF-1449 cover page (blocks 12, 17, 19-24, and 30 as appropriate), and Section 1 has been filled out.

1. List of clients over the past 3 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:
 - Quality of services provided under the contract;
 - Compliance with contract terms and conditions;
 - Effectiveness of management;
 - Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
 - Business integrity / business conduct.

The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

2. Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
3. The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
4. The offeror's strategic plan for ensuring quality of services including but not limited to contract administration and oversight; and
5. A copy of the Certificate of Insurance(s),
or a statement that the contractor will get the required insurance, and the name of the insurance provider to be used.

ADDENDUM TO SOLICITATION PROVISIONS
FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

PROVISION TITLE AND DATE

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING
(AUG 2020)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 ADVOCATE FOR COMPETITION/OMBUDSMAN (FEB 2015)

(a) The Department of State’s Advocate for Competition is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged first to contact the contracting office for the solicitation. If concerns remain unresolved, contact:

(1) For solicitations issued by the Office of Acquisition Management (A/LM/AQM) or a Regional Procurement Support Office, the A/LM/AQM Advocate for Competition, at AQMCompetitionAdvocate@state.gov.

(2) For all others, the Department of State Advocate for Competition at cat@state.gov.

(b) The Department of State’s Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity

level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696 or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 1060, SA-15, Washington, DC 20520.

(End of provision)

SECTION 4 - EVALUATION FACTORS

- Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.
- The Government reserves the right to reject proposals that are unreasonably low or high in price.
- The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.
- The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ to include the technical information required by Section 3.
- The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:
 - Adequate financial resources or the ability to obtain them;
 - Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
 - Satisfactory record of integrity and business ethics;
 - Necessary organization, experience, and skills or the ability to obtain them;
 - Necessary equipment and facilities or the ability to obtain them; and
 - Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - Be licensed to perform engineering services in Canada
 - Provide evidence of similar previous experience in delivering multi-discipline engineering services of similar scope and scale during past 10 years.

ADDENDUM TO EVALUATION FACTORS FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

The following FAR provision(s) is/are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (OCT 2020).

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii)Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(d) *Representation.* The Offeror represents that—

(1)It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2)After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i)For covered equipment—

(A)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B)A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C)Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii)For covered services—

(A)If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B)If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and

any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded “does” in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES REPRESENTATION (OCT 2020)

(a) *Definitions.* As used in this provision, “covered telecommunications equipment or services” and “reasonable inquiry” have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(c) *Representations.* (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (FEB 2021)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions*. As used in this provision—

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended. "Sensitive technology"—

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) (1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR124.1002.

(5) *Women-owned small business concern*. *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that-

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions*
(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end

products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
<hr/>
<hr/>
<hr/>

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
<hr/>	<hr/>

Line Item No.	Country of Origin
_____	_____
_____	_____

[List as necessary]

(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]*

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) *[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]*

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting

contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that–

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror–

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if–

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g)) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name:_____.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that—

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

52.229-11 TAX ON CERTAIN FOREIGN PROCUREMENTS – NOTICE AND REPRESENTATION (JUN 2020)

(a) *Definitions.* As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States;
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—

(i) A court within the United States is able to exercise primary supervision over the administration of the trust; and

(ii) One or more United States persons have the authority to control all substantial decisions of the trust.

(b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C-1 through 1.5000C-7.

(c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C-1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W-14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W-14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W-14 is provided to the acquiring agency rather than to the IRS.

(d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

- (1) It ☐ is ☐ is not a foreign person; and

(2) If the Offeror indicates “is” in paragraph (d)(1) of this provision, then the Offeror represents that—I am claiming on the IRS Form W-14 [_____] a full exemption, or [_____] partial or no exemption [*Offeror shall select one*] from the excise tax.

(e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—

(1) The clause at FAR 52.229-12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and

(2) The Offeror shall submit with its offer the IRS Form W-14. If the IRS Form W-14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.

(f) If the Offeror selects “is” in paragraph (d)(1) and “partial or no exemption” in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229-12, Tax on Certain Foreign Procurements, in any resulting contract.

(g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to <https://www.irs.gov/help/tax-law-questions>.

(End of provision)

NOTE to Contracting Officer: Information and current copies of the IRS Form W-14 are available via the internet at www.irs.gov/w14.

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. In addition, the full text of a clause may be accessed electronically at Acquisition.gov this address is subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the location indicated above, use the Department of State Acquisition website at e-CFR to see the links to the FAR. You may also use an Internet “search engine” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

Attachment A – SOLICITATION QUESTIONS AND ANSWERS

Solicitation Number: 19CA5222Q0008-A00001

Date: May 16, 2022

TO: Prospective Offerors

FROM: Joshua Smith, Contracting Officer, U.S. Embassy Ottawa

SUBJECT: Questions and Answers Pertaining to Solicitation for Engineering Consulting Services.

Following the pre-quotation conference held on May 2, 2022, the Government is publicizing answers to questions received by May 13, 2022.

Question 1:

If the offeror only includes pricing information for specific services, and not for every category of services included in the solicitation, will such quotation be disqualified or scored poorly?

Answer 1:

The answer to this question will be expanded to include some of the concepts discussed during pre-quotation conference.

Technically acceptable quotations providing reduced availability of types of services may not be disqualified without being compared with technically acceptable quotations received from alternative sources.

The Government intends to award two Indefinite Delivery Indefinite Quantity (IDIQ) Contracts, which involves two levels of solicitation and evaluation factors:

1. Full and open solicitation of quotations for IDIQ Contracts.
This effort is intended to establish two “umbrella” contracts providing a catalog of available services based on the hourly rates. Solicitation-award process for an IDIQ contract normally takes 6 months and is referred to as an RFQ (Request for Quotation)
2. Solicitation of quotations for project-specific task orders.
This effort is intended to obtain multiple quotations from the established IDIQ contract holders for multiple project-specific requirements. Solicitation-award process for task orders is usually 10 to 30 calendar days, depending on the scale and complexity of an individual requirement. Such solicitation process is referred to as the TORQ (Task Order Request for Quotation)

Below is a synopsis of the evaluation mechanism applicable to RFQ and to TORQs.

It is understood by the Government that the ranges of the engineering consulting expertise may vary amongst the offerors, and that some types of services may be identified on quotations as not available (N/A) due to the engineering firm focus.

It is also understood by the Government that some of the engineering consulting expertise may be directly available from the offeror and some expertise or services may be sub-contracted, depending on the scope of objective included in the individual task orders.

The offerors are encouraged to include as many types of available services as possible. For the proposed magnitude of the resultant contract, the offerors are not required to disclose whether the consulting expertise is available directly from the offeror's firm or through a sub-contracting plan.

Evaluation of quotations submitted in response to the RFQ will be conducted in several stages:

1. Technical evaluation of quotations based on the evaluation factors included in the solicitation.
2. Evaluation of price by conducting direct comparison of hourly rates received from multiple sources.
3. Establishment of a competitive range. The purpose of this step is to identify materially balanced quotations and disqualify quotations offering unreasonably low or unreasonably high prices.
4. Determination of offerors responsibility.
5. Comparison of types of available services amongst technically acceptable responsible offerors within the competitive range.

The Government intends to award Indefinite Delivery Indefinite Quantity (IDIQ) contracts to two responsible contractors providing the most comprehensive range of services at the lowest materially balanced price.

If only one technically acceptable quotation is received, then only one contract may be awarded for the range of services available from one source.

Following the award of contract(s), the Government intends to order services for specific engineering consulting requirements by issuing multiple individual project specific task orders to IDIQ Contract holder(s).

Pricing for individual Task Orders will be obtained from the established contract holder(s) through multiple simplified project specific "Task Order Request for Quotations" (TORQs). Quotations received in response to the TORQs shall detail types of the engineering consulting expertise based on the hourly rates included in the IDIQ contract, which will be evaluated based on comparison of the total price.

The above concept allows for issuing multiple competitive Task Orders using reduced/simplified solicitation-award lead time.

The grand total of all Task Orders must not exceed the maximum IDIQ Contract Amount. If the maximum contract amount is not exhausted during Base Year, the Government may extend contract term by exercising Option Year 1. Orders must be distributed fairly amongst two contract holders.

Question 2:

Item 1.2, Type of Contract, indicates "The fixed hourly rates shall include all direct, and indirect costs, including profit and travel (when applicable). What travel components should be included in the fully burdened labor rates? Is there a limitation as to what the included travel should encompass? (Item 1.2, Type of Contract, p. 6)

Answer 2:

The resultant contracts will not allow payments for any reimbursable expenses, such as travel or the related costs, as a separate invoiceable item. The contract will only pay for engineering consulting services based on the hourly rates for services performed for US Government premises at the following cities:

- Ottawa, ON
- Toronto, ON
- Vancouver, BC
- Calgary, AB
- Winnipeg, MB
- Montreal, QC
- Quebec, QC
- Halifax, NS

The engineering consulting service rates shall take into account any local transportation time, associated costs and/or sub-contracted expertise in the proximity of sites located in the above cities.

Question 3:

In Section 4, Evaluation Factors, the third bullet indicates “The lowest price will be determined by multiplying the offered prices times the estimated quantities in ‘Prices – Continuation of SF-1449, block 23’ and arriving at a grand total, including all options.” However, in reviewing the solicitation package, no labor hour quantities are provided in the document. Can you please provide the quantities of hours for each labor category that will be used in the evaluation?

(Ref. Section 4, Evaluation Factors, p. 46, third bullet)

Answer 3:

The proposed type of contract includes two levels of evaluation stages

1. Full and open solicitation of quotations for an IDIQ Contracts.
This effort is intended to establish two “umbrella” contracts providing a catalog of available services based on the hourly rates. Solicitation-award process for an IDIQ contract normally takes 6 months and is referred to as an RFQ (Request for Quotation). Evaluation of price for the purpose of the IDIQ Contract award will be performed based on the consistent comparison of hourly rates amongst multiple offerors.
2. Solicitation of quotations for project-specific task orders.
This effort is intended to obtain multiple quotations from the established IDIQ contract holders for multiple project-specific requirements. Solicitation-award process for task orders is usually 10 to 30 calendar days, depending on the scale and complexity of an individual requirement. Such solicitation process is referred to as the TORQ (Task Order Request for Quotation). The lowest price evaluation at the level of individual Task Orders will be determined by multiplying the offered prices times the estimated quantities and arriving at a grand total, including all options.

The evaluation methodology referenced in Question 3 is more relevant to the second stage of the price evaluation process.

The above two-stage evaluation methodology is intended to discourage submission of quotations providing unreasonably low hourly rates for the IDIQ level of RFQ, followed by the unreasonably high quantity of hours submitted for the Task Order level of requirements. The Government intends to award contracts and issue task orders to the lowest priced technically acceptable offeror submitting materially balanced quotations based on the price that is fair and reasonable. When the difference in price amongst multiple offerors exceeds 20%, the Government reserves the right to set a competitive range and disqualify quotations providing unreasonably low or unreasonably high prices.

Question 4:

The price schedule includes the following labor categories which appear to be duplicated: item 0016/0017 Consulting Architect Intermediate; Item 0018/0019 Consulting Architect Junior; Item 0023/0024

Consulting Architect Senior; item 1016/1017 Consulting Architect Intermediate; Item 1018/1019 Consulting Architect Junior; and Item 1023/1024 Consulting Architect Senior.
(Ref. Item 1.19, Pricing, p. 12)

Answer 4:

The pricing tables have been corrected. All interested offerors shall submit quotations using the amended version of the RFQ.

Question 5:

The price schedule appears to be missing the Junior Level of the following labor categories: CAD Technician, Junior; Consultant, ICT, Junior; Consultant, Security, Junior; Consulting Engineer, Acoustic, Junior; Specialist Junior; and Technical Writer Junior. Please clarify if these omissions were intentional or an oversight.
(Item 1.19, Pricing, p. 12)

Answer 5:

The categories of expertise included in question 5 have been intentionally omitted based on the information received during RFI stage. To improve efficiency of the resultant contracts the RFQ will be amended to include omitted categories of consulting expertise.

Question 6:

It is our understanding that because this is a US Federal procurement, labor rates proposed should be developed in a Federally compliant manner by applying an overhead rate which accounts for removal of non-allowable line items as per FAR Part 31. Please confirm that this understanding is accurate.

Answer 6:

The proposed contract is not a labor-hour contract and it is not subject to the US labor laws. The services under the proposed contract shall be acquired based on service hours, where the price for the engineering consulting services takes into account all costs associated with the delivery of consulting services. No additional costs will be paid under this contract.

Question 7:

Please confirm that successful bidders for this contract would not be precluded from bidding on future contracts resulting from investigations completed under this mandate or other future RFQ contracts.

Answer 7:

The RFQ number 19CA5222Q0008 for the Engineering Consulting Services is a standalone requirement, not related to any current or future requirements for engineering design services. The information produced by the engineering consultants under the resultant contracts becomes property of the Government, intended to be used by the Government in solicitations for small construction projects, building repair and maintenance contracts or to support internal management decisions. Participating

offerors may not be disqualified from any current or future business opportunities on the basis of receiving contracts resulting from the subject solicitation.

Question 8:

As the exact scope of the future services is undefined, will the Government consider reimbursing the subcontractors and permits fees? If not, will the Government provide the estimated allowance which will be equally carried by each proponent?

Answer 8:

The proposed contract is for engineering consulting services. It is not anticipated that the work performed under the resultant contract will require a building permit. In rare instances and under the unique circumstances, the Government may issue a separate order to pay for a minor closely associated cost, not covered by the scope of this contract.

Question 9:

Can you please clarify what was intended by Uncategorized Consulting Service?

Answer 9:

The CLIN for the Uncategorized Consulting Services is intended to solicit a median hourly rate which could be used for specialty consulting expertise, not specifically listed in the pricing tables.